REQUEST FOR PROPOSALS (RFP) TO PROVIDE REGIONAL EMS ADMINISTRATION AND TECHNICAL ASSISTANCE TO THE ALABAMA DEPARTMENT OF PUBLIC HEALTH OFFICE OF EMERGENCY MEDICAL SERVICES

FOR

COORDINATION OF EMS ACTIVITIES IN THE REGIONAL AREAS

INTRODUCTION AND PURPOSE OF REQUEST FOR PROPOSAL (RFP)

It is the intent of the Alabama Department of Public Health, Office of Emergency Medical Services (hereinafter referred to as "the Department") to enter into a performance based grant with each of the six Emergency Medical Services (EMS) regions (see Attachment One) for the provision of regional EMS activities and to assist the Department in coordinating EMS functions in a consistent and effective manner on a statewide basis. Competitive sealed proposals shall be submitted in response hereto, and will be evaluated by the Department in accordance with the selection criteria stated in this RFP. Vendors selected by the RFP process will be eligible to enter into a one year performance based grant with the Department for a fixed sum. The performance based grant is not renewable; the terms specified within will be determined by the Department on an annual basis; the first year grant will be for a sum of \$222,622.30 if there is no Education Trust Fund proration.

1. GENERAL INFORMATION AND INSTRUCTIONS

1.1 MINIMUM QUALIFICATIONS FOR VENDOR

Vendors must meet the following qualifications:

- Must have at least five years experience in EMS Management, EMS Administration, EMS Education or Public Health Administration:
- Must be able to maintain an open line of communication with the State Office of EMS staff through submission of required documentation as set forth in the RFP;
- Must have a working knowledge of the State EMS System;
- Must provide documented support from local hospital administrators, physicians, medical professionals, EMS professionals, and public officials.

1.2 PREPARATION OF PROPOSAL

All proposals should be complete and must convey all the information requested by the Department. If significant errors are found in the Vendor's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the Department will be the judge as to whether that variance is significant enough to warrant the rejection of the proposal.

1.3 PROPOSAL RETURN DATE, TIME, AND LOCATION

The proposal must be submitted to the Department no later than the date and time specified in this RFP. Vendors who mail proposals should allow a sufficient mail delivery period to ensure timely receipt of their proposals by the Department. Proposals received after the stated time, whether by U.S. mail, commercial delivery, or hand delivery will not be accepted. Delivery of the proposal to the appropriate office by the deadline is the sole responsibility of the Vendor. It is the Vendor's responsibility to verify that the Department has received the Vendor's proposal. Six (6) copies of sealed proposals and Proposal Certification Forms must be received by the Department no later than 12:00 noon, Central Standard Time on July 12, 2019. All copies must bear original, manual signatures.

Proposals will be received at:

Alabama Department of Public Health
Office of EMS
Attention: Stephen Wilson, Director
PO Box 303017
Montgomery, AL 36130-3017
Physical Address: 201 Monroe Street, Suite1100, 36104

Proposals must be labeled on the outside of the envelope as follows:

Regional EMS Coordination Proposal

Due: July 12, 2019 12:00 Noon

1.4 OPENING OF PROPOSALS

The Director of the Office of EMS shall open the proposals in the presence of the State EMS Medical Director, a representative from the Office of General Counsel, and the Regional Liaison within one week of the deadline to ensure compliance with the RFP.

1.5 FORMAT FOR PROPOSAL

The proposal must include a description of any third party relationships and involvements. Vendors must propose to provide all services described in the RFP. The proposal should specifically detail a plan to accomplish each of the outlined services requested by the Department. The Vendor should provide specific information regarding employees, infrastructure, timelines, partnerships, and any other pertinent information relative to accomplishing the services to be provided.

Each proposal must consist of five required sections, clearly marked as:

- General
- Descriptions of Services to be Provided
- Budget
- References/letters of support from local medical authorities including, but not limited to, Hospital Administrators, Emergency Physicians, Local Emergency Department Nurse Managers, Service Medical Directors, EMS Providers
- Proposal Certification Form

(a) GENERAL

This section shall contain a complete description of the Vendor's ability to do the work specified in this RFP. The Vendor should provide specific information regarding employees, infrastructure, partnerships and any other pertinent information relative to the Vendor's ability to accomplish each of the services to be provided. It also includes other qualifications and credentials as noted below.

(b) DESCRIPTION OF SERVICES TO BE RENDERED

Use this section to completely describe, in detail, the services that the Vendor is prepared to offer and a very specific, detailed plan with established timelines to accomplish each of the outlined services requested by the Department. Information in this section must be sufficiently detailed to substantiate that services offered either meet or exceed the specifications of this RFP. The Department requires the following services:

- (1) Vendor will conduct and/or facilitate protocol education and skills verification for 100% of EMS personnel (EMSP) in the region during their license renewal cycle.
- (2) Vendor will conduct and/or facilitate protocol education and skills verification for out-of-state EMSP who are applying for an Alabama license.
- (3) Vendor will facilitate the acquisition of appropriate equipment necessary to complete protocol skills verification and State approved courses.
- (4) Vendor will provide oversight of Emergency Medical Responder (EMR), Emergency Medical Technician (EMT), and Advanced EMT courses.
- (5) Vendor will approve, monitor, and/or conduct monthly continuing education opportunities offered in the region, as required by the State Board of Health, for license renewal.

Vendor will develop a quarterly calendar of training opportunities offered by the regional office and all services within the region and post it on their website.

Vendor will submit the calendar to be posted on the Department's website (www.alabamapublichealth.gov/ems).

(6) Vendor will attend the following meetings (in person or by conference call, when available) which are all held in the state of Alabama:

- **a.** Regional EMS meetings, at least quarterly, at the discretion of the EMS Director.
- **b.** State Emergency Medical Control Committee (SEMCC) which meets quarterly at the discretion of the State EMS Medical Director.
- **c.** EMS for Children Advisory Board which meets 4 times a year either in person or via conference call.
- **d.** Statewide Trauma and Health Systems Advisory Council (STHSAC) which meets quarterly or at the discretion of the State Health Officer.
- (7) Vendor will manage the Regional Trauma and Health Systems Advisory Council (RTHSAC) outlined in the Trauma Rules Section 420-2-2-.06 (see Attachment Two). Vendor will schedule and facilitate RTHSAC meetings as established in the Regional Trauma Plan which can be found on the Alabama Trauma and Health Systems website (www.alabamapublichealth.gov/aths).
- (8) Vendor will schedule and facilitate Medical Direction and Accountability Committee (MDAC) meetings as established by the Region's Medical Direction and Accountability Plan and approved by the Department.
- **(9)** Vendor will schedule and facilitate quarterly EMS provider/personnel meetings in the Region to provide updates on the Alabama EMS system.
- (10) Vendor will submit all meeting agendas, minutes, and attendance rosters to the Department within ten (10) days after each of the above listed meetings is held.
- **(11)** Vendor will ensure submission of quarterly status report as detailed in the performance-based grant.
 - Vendor will ensure submission of one annual written report to the Department summarizing regional activities for the grant period.
- (12) Vendor will submit a quarterly invoice for payment as required by the Department and the Department's Finance Office by the dates specified in the grant. Invoices will not be reconciled if funds are utilized for any activities not specifically outlined unless prior approval is granted by the Director of the Office of EMS. All activities shall be itemized within the budget and invoices shall be itemized to match the budget. Any expenses exceeding the grant funds will not be reimbursed by the grantor. Any submission received after the end of business on set dates could be viewed as a material breach of grant. This will result in invoices for that period not being reconciled.

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(13) Vendor will serve as a liaison between EMS providers and the Department.

(c) BUDGET

Vendor will submit an itemized budget, with the proposal, that reasonably demonstrates how the Vendor plans to utilize the funds to accomplish the services and activities set forth in the RFP.

(d) CUSTOMER REFERENCES

Include letters of support from healthcare providers in your region, including but not limited to the following:

- Hospital Administrators
- **Emergency Department Physicians**
- **Emergency Department Nurse Managers**
- EMS On-Line Medical Directors
- **EMS Service Medical Directors**
- Local EMS Provider management staff and owners
- EMS Services

(e) PROPOSAL CERTIFICATION FORM

A copy of the certification form must accompany this proposal. This form must contain the original, manual signature of officer or employee authorized to sign for the Vendor. (See attached form)

1.6 WITHDRAWALS

Any proposal may be withdrawn until the deadline date and time set for the submission of the proposals. Any proposal not so withdrawn shall constitute an offer to provide to the Department the services set forth in these specifications. Withdrawals should be directed in writing to the same address for submitting proposals.

1.7 COMMUNICATIONS RESTRICTIONS

From the issue date of this RFP until selection of a Vendor is announced, vendors submitting proposals shall not communicate with any other vendor submitting proposals, or with any Department staff concerning this RFP except the Office of EMS. Vendors shall not attempt to negotiate with the Department any aspects of the procurement until otherwise notified by the Department. For violation of this provision, the Department will reject the proposal of the violator.

1.8 VENDOR QUESTIONS ABOUT RFP

Every effort has been made to ensure that all information needed by the Vendor is included herein. If a Vendor finds that it cannot complete a proposal without additional information, it may submit questions in writing, in an email, or via facsimile to:

Alabama Department of Public Health Office of EMS Attention: Stephen Wilson, Director PO Box 303017 Montgomery, AL 36130-3017 FAX: 334-206-0364 EMAIL:

Stephen.Wilson@adph.state.al.us

No questions will be accepted by the Department after July 5, 2019 at 5:00 p.m., Central Standard Time. All replies to questions will be in writing. When a question received by the Department is found to have already been answered sufficiently in this RFP, the question will be returned to the Vendor with a reference to the part of the RFP containing the answer. All questions and written replies will be posted on the Department's website (www.alabamapublichealth.gov/ems) under Notices & Events and will be considered supplemental information to this RFP. It is the Vendor's responsibility to verify receipt of questions by the Department and receipt of answers submitted by the Department.

1.9 AMENDMENTS

If it becomes necessary to revise any part of this RFP, the Department will provide all amendments in writing to all Vendors. All amendments to, and interpretations of, this solicitation shall be in writing.

1.10 SELECTION CRITERIA

Proposals will be evaluated and weighed based on the following criteria:

- (a) Infrastructure: Is proper staffing, office capacity, and equipment available to perform the tasks listed in the RFP? (15% of total score)
- **(b)** Knowledge of the components of the Alabama EMS System (30% of total score):
 - Knowledge of and ability to teach Alabama EMS Patient Care Protocols.
 - Knowledge of and ability to verify protocol skills.
 - Knowledge of and ability to satisfy the continuing education requirements for the State OEMS and the National Registry of EMTs for all levels of EMSP.
 - Knowledge of and ability to teach initial educational requirements for all levels of EMSP.
 - Knowledge of Alabama Acute Health Care System.

- (c) Experience working with the Alabama EMS System, including but not limited to the OEMS staff, other Regional Directors, Post-Secondary school personnel, EMS Provider Services, and hospital administration. (25% of total score)
- (d) References/letters of support from local medical authorities including, but not limited to, Hospital Administrators, Emergency Physicians, Local Emergency Department Nurse Managers, Service Medical Directors, EMS Providers. (10% of total score)
- (e) Experience conducting educational classes (need to list out details) (20% of total score)

An Independent Review Committee will review all proposals and make recommendations to the Selection Committee. The Selection Committee will consist of individuals from: Health Provider Standards; Center for Emergency Preparedness; and Radiation Control.

2. RFP SPECIFICATIONS

- (a) Vendor will support the goals and objectives of the Department.
- **(b)** The Director of the Office of EMS, or his designee, shall be involved in the development and approval of all phases of the Vendor services.
- **(c)** Vendor shall provide services at the request of the Department.
- (d) Vendor shall submit a quarterly written report of all activities to the Director, or his designee, no later than Friday of the first full work week following the end of the quarter.
- (e) Vendor agrees to perform services in accordance with all current federal, state, and local laws, rules, regulations, deadlines, and standards of performance governing the profession or occupation of the Vendor, and all rules and regulations of the Department; and in accordance with any changes that may occur in any of the previously referenced laws, rules, regulations, deadlines, and standards of performance that may occur in the future. It will be the Vendor's responsibility to identify any changes in requirements, and to notify the Department of such changes in a timely manner.
- (f) Vendor agrees to accept payment by submitting an invoice to the Department in a format specified by the Department (see Attachment Three).
- **(g)** Vendor is not eligible and cannot be compensated for any expenses or costs other than those detailed above.
- (h) Vendor agrees to abide by all Alabama laws, rules, regulations, and requirements pertaining to grants between Vendors and agencies of the State of Alabama. All Alabama laws, rules, regulations, and requirements can be found online at www.alabamapublichealth.gov/generalcounsel on the Related Links page.

3. STATE OF ALABAMA TERMS AND CONDITIONS

3.1 RECYCLING

The Department encourages and supports the purchase of and use of items containing recycled materials, energy efficient and environmentally-safe products.

3.2 SALES TAX EXEMPTION

Pursuant to Section 40-23-4 (a) (11), *Code of Alabama 1975*, the State of Alabama is exempt from paying sales tax. Upon request, an exemption letter will be furnished.

3.3 INVOICES

Invoices must be submitted in a format specified by the Department (see Attachment Three). Inquiries concerning payment after invoices submitted to the Department are to be directed to the receiving agency, specifically the Director, Office of EMS, NOT the Alabama Finance Department, Division of Purchasing.

3.4 FOREIGN CORPORATION – CERTIFICATE OF AUTHORITY

Alabama law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State, Section 10-2B-15.01, *Code of Alabama 1975*. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. An official copy of the Certificate of Authority must accompany the proposal upon submission to the Department.

3.5 ASSIGNMENT OF GRANT

Vendor agrees not to assign, sublet, or transfer any grant resulting from this solicitation.

3.6 GRANT PERIOD

The Vendor receiving the award and the Department will establish a grant for the period of October 1, 2019 through September 30, 2020.

3.7 REQUESTED INFORMATION

Any additional information requested from the Vendor must be furnished to the Department within five working days from the date of the Department's request.

3.8 EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Department to ensure equal employment opportunity for all, and that no one discriminates against any employee or applicant for employment because of race, color, religion, ethnic or national origin, age, gender, or disability.

3.9 GRANT DOCUMENT PRIORITY

This RFP and the complete proposal in response to this RFP shall be appended to the grant, and shall be incorporated as an integral part thereof. In the event of a discrepancy among the grant, the RFP, and the proposal, the order of priority of the documents shall be as follows:

- (a) The language in the grant;
- (b) The language in the proposal;
- (c) The language in this RFP

4. CONTRACTUAL AND REIMBURSEMENT REQUIREMENTS

- (a) Alabama laws, rules, and regulations specifically govern the format and all other requirements of grants between State agencies and vendors. Vendor agrees to abide by all Alabama laws, rules, regulations, and requirements pertaining to grants between vendors and agencies of the State of Alabama. Contractual requirements and negotiations specifically detailing the responsibility of the Vendor and the Department will be provided by the Department's Office of General Counsel.
- (b) Reimbursement under a grant shall be made upon Vendor submission of an invoice and supporting documentation in a format specified and approved by the Department. Funds expended under a grant shall be in accordance with the services specified by the grant, and any changes must meet the approval of the Department.
- (c) Vendor is not eligible and cannot be compensated under a grant for any expenses or costs other than those detailed in the grant.
- (d) Under no circumstances shall the maximum amount payable under a grant exceed the amount stated in the grant.
- (e) A grant becomes effective and terminates on the dates stated in the grant.
- (f) Vendor acknowledges and understands that a grant will not be effective until it has received all requisite state government approvals, and the Vendor shall not begin performing work under the grant until notified to do so by the Department.

- (g) The grant may be terminated by either the Vendor or the Department by giving thirty days written notice to the other party.
- (h) Vendor is an independent grantee and not an agent or employee of the Department and shall not be entitled to receive any benefits under an agreement that merit system employees receive by virtue of their status or employment, nor may Vendor nor any of its officers, agents, servants, or employees be employed as merit system employees during the term of a grant. Any such employment automatically voids the grant.
- (i) Vendor agrees that the terms and commitments contained in a grant shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the *Constitution of Alabama of 1901*, as amended by Amendment Number 26.
- (j) It is further agreed that if any provision of a grant shall contravene any statute, Constitutional provision, or amendment, either now in effect or which may, during the course of the grant be enacted, then that conflicting provision in the grant shall be deemed null and void. The Vendor's sole remedy for the settlement of any and all disputes arising under the terms of the grant shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.
- (k) Vendor must hold harmless the State of Alabama and the Department and their officers, agents, servants, and employees from any and all claims arising out of the acts or omissions committed by the vendor or any agent, servant, or employee of vendor while in performance of a grant.
- (l) Vendor must comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable federal and state laws, rules, and regulations implementing the foregoing statues with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex, or disability, as defined in the above laws and regulations. Vendor must not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990.
- (m) Vendor agrees to participate in an orientation program provided by the Department, including but not limited to, review and understanding of applicable Department policies.
- (n) Vendor agrees to be familiar with and comply with all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to those concerning patient confidentiality; and hereby holds the Department, its officers, servants, and employees harmless for any act or omission resulting in a failure on the part of the Vendor to so comply.

5. FINAL AUTHORITY

The State Health Officer is the Department's final authority on all requests for purchases and contractual services.

Approval of the State Finance Director is necessary for all purchases over \$500.

Approval of the Legislative Oversight Contracts Review Committee, the State Finance Director, and the Governor of Alabama are necessary for contractual agreements.

6. KEY RFP EVENT AND DATE

Deadline to receive Vendor responses to this RFP is 12:00 Noon July 12, 2019

PROPOSAL CERTIFICATION FORM REQUEST FOR PROPOSAL

Instructions: Please ensure that all four lines at the bottom of this form are completed. The form must contain a manual, original signature of an officer or employee authorized to sign for the proposal. Failure to sign and return a Certification Form with each of the six RFP copies will render a proposal invalid.

PROPOSAL

The undersigned proposes to furnish and deliver the services named in the attached Request for Proposal for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

It is understood and agreed that this proposal constitutes an offer which, when accepted in writing by the Alabama Department of Public Health and subject to the terms and conditions of such acceptance, will constitute a valid and binding grant between the undersigned and the Alabama Department of Public Health.

It is understood and agreed that the undersigned has read the Department's specifications shown or referenced in the RFP and that this proposal is in accordance with the provisions of such specifications. By written signature on this proposal, the undersigned guarantees and certifies that all items included in this proposal meet or exceed any and all such State specifications. The undersigned further agrees, if awarded the grant, to deliver services which meet or exceed the specifications.

It is understood and agreed that this proposal shall be valid and held open for a period of 120 days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION

The undersigned certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion of fraud. The undersigned understands collusive bidding is in violation of State and Federal law, and can result in finds, prison sentences, and vivid damage awards. The undersigned agrees to abide by all conditions of the proposal and certifies that he/she is authorized to sign this proposal for the Proposer(s).

Authorized Signature	Corporate Seal	 Date
<u>o</u>		
Type name and title of person signing		

Attachment One

EMS Regional Agency RFP

Region 1:

Colbert, Cullman, DeKalb, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marshall, and Morgan Counties

Region 2:

Calhoun, Chambers, Cherokee, Clay, Cleburne, Coosa, Etowah, Randolph, Talladega, and Tallapoosa Counties

Region 3:

Blount, Chilton, Jefferson, Shelby, St. Clair, Walker, and Winston Counties

Region 4:

Bibb, Choctaw, Dallas, Fayette, Greene, Hale, Lamar, Marengo, Marion, Perry, Pickens, Sumter, Tuscaloosa, and Wilcox Counties

Region 5:

Autauga, Barbour, Bullock, Butler, Coffee, Covington, Crenshaw, Dale, Elmore, Geneva, Henry, Houston, Lee, Lowndes, Macon, Montgomery, Pike, and Russell Counties

Region 6:

Baldwin, Clarke, Conecuh, Escambia, Mobile, Monroe, and Washington Counties

Attachment Two

Alabama Trauma Rules Section 420-2-2-.06 Regional Trauma Advisory Councils

- (1) Creation. Regional councils are established to advise, consult with, and accommodate specific regional needs. Each regional council shall provide data required by the Department or the Council to assess the effectiveness of the statewide trauma system.
- (2) Membership. Each regional council shall have a minimum of 10 members. The membership of the regional councils shall be appointed in the same manner as the Council is appointed and shall be composed of representatives of the same groups. The chair of each regional council shall be elected by its members to serve a four year term. The members shall represent the demographic composition of the region served, as far as practicable. Regional trauma advisory council members shall be entitled to reimbursement for expenses incurred in the performance of their duties at the same rate as state employees.
- (3) Responsibilities. The regional trauma council is responsible for direct oversight and management of its specific regional trauma system. The regional council shall review the entire regional trauma program activities for appropriateness, quality, and quantity to include pre-hospital and hospital care. The regional trauma council shall decide the appropriate secondary patient care triage criteria for their specific region to ensure patients are routed to the closest and most appropriate hospital according to their injuries.

In addition, the regional council shall fulfill the responsibilities as listed below:

- 1. Maintain standards
- 2. Collect data
- 3. Evaluate data-determine audit filters
- 4. Re-evaluate to determine effectiveness of corrective action
- 5. Participate on Regional Trauma Quality Improvement (QI) Committee
- 6. Devise plan of corrective action for QI issues
- Quality Assurance/Quality Improvement (QA/QI) Committee. The regional trauma advisory councils shall document the effectiveness of hospital and emergency medical service QA/QI evaluations through routine reports of these QA/QI activities provided by each trauma system entity in their specific region. The regional trauma council will routinely perform focused review of specific QA/QI items of prehospital and hospital trauma care activities as determined appropriate by the regional trauma council. Recommendations for action will be developed by the

committee based on analysis of data/information evaluated during committee function. The regional trauma council will submit quarterly compliance reports to the Office of EMS for review to ensure the system process is followed.

Attachment Three

Example of quarterly invoice to be submitted by Vendor



Alabama EMS Region (enter region #) **List Region Name**

Address City, State, Zip Phone Number Fax Number

Email Address/Website

Alabama Department of Public Health Office of EMS PO Box 303017 Montgomery, AL 36130-3017

INVOICE

DATE: MAY 2, 2016

DESCRIPTION	AMOUNT	
ces rendered as detailed in Contract # ion (enter region #) for the od.	\$55,655.57	

Quarterly payment on Contract #



